

COUNCIL CHAMBERS--CITY COUNCIL  
CITY HALL--CITY OF LODI  
Tuesday, December 10th, 1935.

Pursuant to its adjournment taken from a regular meeting of December 2, 1935, the City Council of the City of Lodi met at 8 O'clock P. M. on the date first above written. Councilmen Clark, Graffigna, Spooner, Weihe and Steele present.

No persons being in attendance in the Council Chambers, the City Council adjourned the meeting to the offices of the City Clerk. Mayor Steele presiding.

City Attorney, Glenn West, addressed the Council in regards to the necessity for the acquisition of certain lands below the City's proposed dam on the Mokelumne River from the Penn Mining Company and Henry G. Kreth so that the City might avail itself of additional fall and also to prevent any operations below the damsite from interfering with the City's proposed project. Mr. West stated that an option for an easement from these parties could be had for the sum of \$1,000.00 each, by paying \$25.00 monthly to each owner during the life of the option, which payments would apply on the ultimate purchase price.

On motion Resolution 818, a resolution authorizing the City to enter into an option agreement with the Penn Mining Company was regularly introduced, read, passed and adopted by the following vote:

AYES: Councilmen, Clark, Graffigna, Spooner, Weihe and Steele  
NOES: Councilmen, None  
Absent: Councilmen, None

Resolution No. 819 authorizing the City to enter into an option agreement with Henry G. Kreth and Vera A. Kreth, his wife, was regularly introduced, read, passed and adopted by the following vote:

AYES: Councilmen, Clark, Graffigna, Spooner, Weihe and Steele  
NOES: Councilmen, None  
ABSENT: Councilmen, None

After a detailed explanation of the matters involved in regards to a parcel of land owned by Ingomar Consolidated Gold Mining Company lying immediately east of the property acquired by the City from the Colorado Power Company the following Resolution numbered 820 was regularly introduced, read, passed and adopted by the following vote:

AYES: Councilmen, Clark, Graffigna, Spooner, Weihe and Steele  
NOES: Councilmen, None  
ABSENT: Councilmen, None

(True copies of each of the above Resolutions 818, 819 and 820 appear as an appendix to these minutes on page 273 and following et seq).

APPENDIX TO MINUTES OF MEETING OF DECEMBER 10, 1935

RESOLUTION NO. 818

BE IT RESOLVED By the City Council of the City of Lodi, San Joaquin County, California, that said city shall make and enter into a certain option agreement with PENN MINING COMPANY, a corporation duly organized under the laws of the State of Wyoming and doing business under and by virtue of the laws of the State of California, which option agreement is dated the 30th day of November, 1935, and is on file with the City Clerk of said city;

BE IT FURTHER RESOLVED That G. M. Steele, Mayor, and J. F. Blakely, City Clerk, of said city, be, and they are hereby, authorized, for and on behalf of said city, to sign and enter into said option agreement.

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RESOLUTION NO. 319

BE IT RESOLVED By the City Council of the City of Lodi, San Joaquin County, California, that said city shall make and enter into a certain option agreement with H. G. KRETH and VERA A. KRETH, his wife, which option agreement is dated the 30th day of November, 1935, and is on file with the City Clerk of said city.

BE IT FURTHER RESOLVED That G. M. Steele, Mayor, and J. F. Blakely, City Clerk, of said City, be, and they are hereby, authorized, for and on behalf of said city, to sign and enter into said option agreement.

RESOLUTION NO. 820

BE IT RESOLVED, By the City Council of the City of Lodi San Joaquin County, California, as follows:

1. That said City of Lodi shall purchase from Ingomar Consolidated Gold Mining Company, a corporation, all the real property mentioned and described in that certain proposed deed, copy of which is hereunto annexed, marked "EXHIBIT A" and made a part hereof for all purposes, and that in the purchase of the same said City shall accept from said Ingomar Consolidated Gold Mining Company, a corporation, a deed in the same words, figures and form (with date and blank spaces therein filled out and with the same properly signed, sealed and acknowledged) as said "EXHIBIT A" hereunto annexed.

2. BE IT FURTHER RESOLVED, that for and in consideration of the execution and delivery of the said deed to said city as aforesaid, said City of Lodi shall pay to said Ingomar Consolidated Gold Mining Company, a corporation, the sum of One Thousand (\$1,000.00) Dollars and shall make, execute and deliver to said Ingomar Consolidated Gold Mining Company, a corporation, a deed in the same words, figures and form (with date and blank spaces properly filled out and with the same properly signed and acknowledged) as "EXHIBIT B" which is hereunto annexed and made a part hereof for all purposes, which deeds shall respectively convey the real properties subject to the reservations as therein set out respectively.

3. BE IT FURTHER RESOLVED, That G. M. Steele, Mayor of said City, and J. F. Blakely, Clerk of said City, for and on behalf of said City of Lodi, are hereby authorized and directed to make, execute and deliver said deed to said Ingomar Consolidated Gold Mining Company; and that said Mayor and City Clerk are hereby authorized and directed, for and on behalf of said City and in consideration of the execution and delivery of said deed so to be executed and delivered to said city, to make, execute and deliver to said Ingomar Consolidated Gold Mining Company, a corporation, a warrant upon the City Treasurer of said City in said sum of One Thousand (\$1,000.00) Dollars and said City Treasurer is hereby authorized and directed to pay the said warrant.

"EXHIBIT A"

THIS INDENTURE, made the            day of            one thousand nine  
hundred and thirty-five

BETWEEN INGOMAR CONSOLIDATED GOLD MINING COMPANY, a corporation duly organized under the laws of the State of California and having its principal place of business at            and the party of the first part, and CITY OF LODI, a California Municipal Corporation of the sixth class, the party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) dollars, lawful money of the United States of America to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, and sell unto the said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate in the Counties of Amador and Calaveras State of California, and bounded and described as follows, to-wit:

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All that portion of the South Half ( $\frac{1}{2}$ ) of the Northeast Quarter ( $\frac{1}{4}$ ) of Section Thirty-four (34), Township Five (5) North, Range ten (10) East, Mount Diablo Base and Meridian, lying below elevation Two Hundred Seventy-five (275) feet above mean sea level, as per data of the United States Geological Survey.

SAVING AND EXCEPTING however and said party of the first part hereby reserves unto itself, from the real property hereby conveyed, all minerals of any kind or character underlying the said premises, together with the right and privilege of mining the same in the usual and appropriate manner from without the boundary line of the said real property hereby conveyed, together with the right to use all necessary waters from the Mokelumne River for domestic and mineral purposes in the performance of mining operations so reserved and in pursuing mining operations of first party upon its mining claims adjacent to the land hereby conveyed, together with the right of free ingress and egress to and from the said river and across the same and the further right to deposit on the said conveyed premises any debris which may result from any mining operations of the party of the first part, its successors or assigns; and provided further that the party of the second part shall in no way be liable for any damage or damages which may be caused to any of the mining shafts, tunnels, operations, equipment or properties of the party of the first part (whether reserved herein or otherwise) through any act or acts which may be performed by the party of the second part and which may have the effect of raising any of the waters of said river to an elevation not exceeding 270 feet above mean sea level, according to data of U. S. Geological Survey, nor for any damage which may be caused from the seepage of waters which may be so raised.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, subject to reservations made by first party as above stated.

IN WITNESS WHEREOF, the said party of the first party has executed these presents the day and year first above written.

Signed and Delivered in the Presence of )	INGOMAR CONSOLIDATED
_____ )	GOLD MINING COMPANY,
_____ )	A corporation,
_____ )	By _____
_____ )	_____

"EXHIBIT B"

THIS INDENTURE, made the \_\_\_\_\_ day of \_\_\_\_\_ one thousand nine hundred and thirty-five

BETWEEN CITY OF LODI, a California Municipal Corporation of the sixth class, THE PARTY OF THE FIRST PART, and INGOMAR CONSOLIDATED GOLD MINING COMPANY, a corporation duly organized under the laws of the State of \_\_\_\_\_ and having its principal place of business at \_\_\_\_\_ the party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of TEN AND NO/100 (\$10.00) dollars, lawful money of the United States of America, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents, grant, bargain, and sell unto the said party of the second part, and to its successors and assigns forever, all that certain lot, piece or parcel of land situate in the Counties of Calaveras and Amador State of California and bounded and described as follows, to-wit:

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All the minerals underlying the surveys of that portion of the Star and Cora Lodi Claims which are situated within the southwest quarter (SW $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirty-four (34), Township Five (5) North, Range ten (10) East, Mount Diablo Base and Meridian; together with the right of mining said minerals in the usual and appropriate manner from without the boundary line of said one-sixteenth section of land; and provided however that the party of the first part shall in no way be liable for any damage or damages which may be caused to any of the mining shafts, tunnels, operations, equipment or properties of the party of the second part (whether conveyed herein or otherwise) through any act or acts which may be performed by the party of the first part and which may have the effect of raising any of the waters of said river to an elevation not exceeding 270 feet above mean sea level, according to data of U. S. Geological Survey, nor for any damage which may be caused from the seepage of waters which may be so raised, together with the right to deposit on said premises any debris which may result from mining operations, by such second party or its successors or assigns on such premises or on the Ingomar Star Grey Eagle & Ringside Mining Claims known as the Ingomar Group and fully described in U. S. Pat. #1056386, and free ingress and egress to and from the Mokelumne River and across the same.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

TO HAVE AND TO HOLD the said premises, together with the appurtenances, unto the said party of the second part, and to its successors and assigns forever, subject to reservations made by first party as above stated.

IN WITNESS WHEREOF, the said party of the first part, has executed these presents the day and year first above written.


Signed and Delivered in the Presence of )	CITY OF LODI, a California
)	Municipal Corporation
)	
_____ )	By _____
)	Mayor of said City.
)	
_____ )	By _____
)	Clerk of said City.

The Clerk reported that he had received the payment from W. E. Riggs for sales of sludge collected at the sewage disposal plant during the year 1935 and that Mr. Riggs had applied for a renewal of the contract for a period of two years from and after February 28, 1936, which is the date of expiration of the present contract agreement.

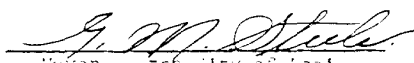
Claims Nos. 25201 to 25230 inclusive in the amount of \$7,209.83 as approved by the Finance Committee were allowed and ordered paid on motion of Councilman Weihe, seconded by Councilman Spooner.

No further business appearing the meeting adjourned at the order of the Mayor. None dissenting.

ATTEST:

  
J. F. BLAKELY, City Clerk

The foregoing minutes of an adjourned regular meeting of the City Council of the City of Lodi were read at a subsequent meeting of said Council held December 13, 1936 and approved without correction.

  
Mayor of the City of Lodi.